in *McGrath* v. *Merwin,* supra, it was held that the fact that the plaintiff was working on Sunday was a contributing cause to his injury in that work, and in *Smith* v. *Railroad,* supra, where plaintiff was injured on one of defendant's railway crossings, the same was held of the fact that plaintiff was traveling on Sunday. So, following the lead of other states, KNOWLTON, C. J., in *Bourne* v. *Whitman,* supra, held that the test should not be: is the illegal *act* a contributing cause? but held that the *act itself* should be separated and analyzed, and the test be: is the illegal *element* of the act, considered by itself alone, a contributing cause? So if only that part of the act or conduct which is innocent affects the cause of action, the existence of an illegal element is immaterial. This applies only to that part of the statute requiring a personal license. This question has never yet been mooted in the Michigan Supreme Court, but will be if the Detroit justice court case of *Brause* v. *Adams Express Co.* goes up. As to that part of the statute requiring a license for the *machine,* it is usually held that failure to comply with the statute renders the machine and all its occupants trespassers on the highway, and entitled to no protection from injuries resulting from another's mere negligence. This was laid down very reluctantly in *Chase* v. *Railroad,* supra, but is now the established law in Massachusetts.

BILLS AND NOTES—EFFECT OF NEGOTIABLE INSTRUMENTS ACT ON USURY LAWS.—The West Virginia Code declares all notes given for usurious interest void as to the excess interest. The NEGOTIABLE INSTRUMENTS ACT provides that a holder in due course takes the instrument free from any defect in the title of his vendor. *Held,* the maker of the note may set up the usury in the inception of the note against a holder in due course. *Eskridge* v. *Thomas* (W. Va. 1916), 91 S. E. 7.

That the desired uniformity of laws concerning negotiable paper which has led so largely to the adoption of the uniform statute is to fail in part is shown by the group of decisions—of which the principal case is an illustration—concerning the effect of that statute upon other laws of the state such as the usury laws. Prior to its adoption it was generally held that where a usury statute declared a note usurious in its inception void, either as a whole or as to the excess interest, the note was void to the specified extent even in the hands of a bona fide purchaser for value. The courts reasoned that no vitality could be given to a void instrument merely by sale or exchange. 39 CYC. 1079 and cases cited. There was however some authority to the effect that it was the intention of the legislature in enacting the usury statute to make the instrument voidable as between the parties to the usury rather than absolutely void as an instrument; thus in effect substituting "voidable" for "void" in the statute. *Ewell* v. *Daggs,* 108 U. S. 145, 27 L. Ed. 682; *Myers* v. *Kessler,* 142 Fed. 730, 74 C. C. A. 62; *Gordon* v. *Levine,* 197 Mass. 263, 83 N. E. 861. The question presented by the principal case is whether in enacting §57 of the NEGOTIABLE INSTRUMENTS ACT to the effect that a holder in due course takes the instrument free from any defects in his vendor's title, and free from defenses available to prior parties among themselves, it was the intention of the legislature to repeal the voiding

statute in so far as it affected the instrument in the hands of a holder in due course. One line of authority has emphasized the desirability of securing the ample protection to purchasers of negotiable paper and the ease of circulation which are demanded by the commercial world, and considers that these factors were of such importance to the minds of the legislators that the statute should be held to repeal by implication the usury statute as far as affecting the rights of a holder in due course. And this even in states where the prior rule was that the instrument was absolutely void. *Klar* v. *Kostiuk*, 65 Misc. 199, 119 N. Y. Supp. 83; *Emmanuel* v. *Misiciki*, 149 N. Y. Supp. 905; *Wirt* v. *Stubblefield*, 17 App. D. C. 283. See also *Schlesinger* v. *Lehmauer*, 191 N. Y. 69, 83 N. E. 657. The contrary view supported by the principal case argues that the usury statute is of a police nature and, though the fostering of commerce is of great importance, the prevention of crime is of more, and since repeals by implication are not favored it will be deemed that the legislature did not intend to modify the usury statute. *Perry Saving's Bank* v. *Fitzgerald*, 167 Iowa 446, 149 N. W. 497; *Sabine* v. *Paine*, 166 App. Div. 9, 151 N. Y. Supp. 735; *Cruisins* v. *Siegman*, 81 Misc. 367, 142 N. Y. Supp. 348; *Alexander* v. *Hazelrigg*, 123 Ky. 677, 97 S. W. 353. It would seem that the effect of the usury statute in declaring the instrument void in its inception is not merely to create a defect in the title to the instrument but to prevent the coming into existence of any instrument at all, and hence that this is not a case where there is any basis for the application of §57. If this view is sound it follows that the decision in the principal case is correct.

BILLS AND NOTES—NEGOTIABILITY AS AFFECTED BY A PROVISION FOR EXTENSION OF TIME.—A promissory note contained the following provision: "We authorize the holder thereof to extend the payment of same or any part thereof." *Held*, that the provision did not render the note non-negotiable under the requirement of the negotiable instruments law that an instrument to be negotiable must be payable at a fixed or determinable future time. *Bank of Whitehouse* v. *White* (Tenn. 1917), 191 S. W. 332.

A provision for a definite extension or renewal after maturity does not render a note non-negotiable. *American Loan & Trust Co.* v. *Stickney*, 108 Ala. 146, 19 So. 63, 31 L. R. A. 234; *Bank* v. *Bilstad*, 162 Iowa 433, 136 N. W. 204, 49 L. R. A. N. S. 132. But see *Miller* v. *Poage*, 56 Iowa 96, 8 N. W. 799. Where the provision is not for a definite time, but at the option of the holder, the decisions are in conflict. A provision that the holder may extend the time of payment from time to time has been held to render the note non-negotiable. *Woodbury* v. *Roberts*, 59 Iowa 348, 12 N. W. 312; *Rosenthal* v. *Rambo*, 165 Ind. 584, 76 N. E. 404; *Bank* v. *Wheeler*, 75 Mich. 546, 42 N. W. 963; *Coffin* v. *Spencer*, 39 Fed. 262; *Bank* v. *Hesslet*, 84 Kan. 315, 113 Pac. 1052. Contra, *Bank of Commerce* v. *Kenney*, 98 Tex. 293, 83 S. W. 368; *Bank* v. *Loukonen*, 53 Colo. 489, 127 Pac. 947; *Trust Co.* v. *Long*, 31 Okla. 1, 120 Pac. 291; *Bank* v. *Stover*, 21 N. Mex. 453, 155 Pac. 905; *Davis* v. *McColl*, 179 Mo. App. 198, 166 S. W. 1113. In some states it has been held that a provision waiving "all defences on the ground of extension